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Collective Bargaining Agreements

1-1-1937

Salesmen and Poultry Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America, Local 370, AFL (1937)

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Salesmen and Poultry Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America, Local 370, AFL (1937)

Location

New York, NY

Effective Date

1-1-1937

Expiration Date

1-1-1938

Union

Salesmen and Poultry Workers Union of Greater New York, Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

370

NAICS

44

Sector

Private

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POULTRY SCHOCHTIM

UNION

LOCAL NO. 370

OF GREATER NEW YORK.

AGREEMENT

ABRAHAM P. CONAN
Counselor-at-Law
299 Broadway,
Borough of Manhattan,
City of New York.

Strike case # 3703250
Strike ended 3/20/37
14 workers involved.
agreement was in effect prior to strike.

AGREEMENT made this

day of , 1937,

by and between

a wholesale - retail live poultry market owner, hereinafter referred to as the Employer, and POULTRY SCHOCHTIM UNION OF GREATER NEW YORK, LOCAL 370, AMALGAMATED MEAT CUTTERS OF NORTH AMERICA (affiliated with the American Federation of Labor), hereinafter referred to as the Union, with offices at #799 Broadway, Borough of Manhattan, City of New York, for and in behalf of the members thereof now employed and hereafter to be employed by the Employer, and collectively designated as Employees.

WHEREAS, the Employer deems it in the interest of the industry as a whole, that the Schochtim should be organized in a Union and bargain collectively through such Union, and also deems it to his interest to employ Union Schochtim in his business, the Employer hereby recognizes the Union aforementioned as the only organization representing the Schochtim in Greater New York and their interests,

NOW THEREFORE, THIS INSTRUMENT WITNESSETH:.

FIRST: The Employer shall employ solely and exclusively members in good standing of the Union and no others, for all Schochtim work to be done for him in his live poultry market or markets. The Employer shall not employ directly or indirectly, in any or all market or markets owned or controlled by the Employer, any employees doing or performing any Schochtim work for him who are not members in good standing in the Union and who do not conform to the rules and regulations of the Union.

SECOND: The Union shall furnish the Employer, to the best of its ability and within a reasonable time, with such employees as the Employer may reasonably require, on the

terms and conditions contained in this agreement. The Union, however, shall not be required or bound to furnish more than one Schochet for each 12,000 pounds of poultry to be slaughtered in his establishment in any one week, except as may be necessary under paragraph EIGHTEENTH hereof, in the discretion of the Union and for the purpose of sharing the work of this Employer.

THIRD: The Employer agrees to recognize and deal with such representatives of the Union as the latter may elect or appoint. The Employer further agrees to permit accredited representatives of the Union to visit his live poultry market or markets at any time during working hours.

FOURTH: The Employer will not employ any Schochtim or m'sayim (helpers) through any source except through the said Union, and he will not negotiate with anybody regarding the employment of Schochtim or m'sayim (helpers) except with duly authorized officers of said Union.

FIFTH: The Employer shall pay his employees their wages for work done for him, weekly on a prescribed day, in cash. The compensation shall in each case be paid to the Schochet or Schochtim employed in the establishment, but may be paid to the Union only with the consent of the Schochet or Schochtim employed, and solely in order to enforce the Schochet's or Schochtim's rights under this agreement.

SIXTH: HOURS OF EMPLOYMENT

(a) Wholesale: The hours of employment in wholesale markets shall be as follows: On Mondays, Tuesdays and Wednesdays, from 7 A.M. to 11 A.M.; on Thursdays, from 5 A.M. to 3 P.M.; on Fridays, from 6 A.M. to 11 A.M.; on Saturdays, in the months of October to April, both inclusive, to begin one hour after sunset and to continue for two hours;

on all other Saturdays, to begin one-half hour after sunset and to continue for two hours. Two continuous hours of rest shall be given to each Schochet on Thursday during the hours of employment.

(b) Retail: The hours of employment in retail markets shall be as follows: On Mondays, Tuesdays and Wednesdays, from 8 A.M. to 1 P.M.; on Thursdays, from 6 A.M. to 5 P.M.; on Fridays, from 7 A.M. to 12 o'clock noon; on Saturdays, the same hours of employment as in wholesale markets, as indicated in paragraph (a) of this section. Two continuous hours of rest shall be given to each Schochet on Thursdays during the hours of employment.

(c) Holidays: At least five (5) days before any of the holidays hereinafter mentioned, a committee of the Employers who are doing business in Greater New York and a committee of the Union shall meet to decide upon the hours of work for the eve of the ensuing holiday. If, for any reason whatsoever, the committee fails to meet together or upon meeting fails to mutually agree, then the hours of employment in connection with the eve of such holidays shall be as follows:

(1) Holidays- wholesale: Erev Rosh Hashono, from 5 A.M. to 9 A.M.; Erev Yom Kippur, from 5 A.M. to 9 A.M.; Erev Succoth, from 5 A.M. to 12 o'clock noon; Hashona Rabba, from 5 A.M. to 10 A.M., with two (2) continuous hours of rest within the said period to be designated by a Union rule; Erev Pesach (the first days), from 5 A.M. to 9 A.M.; Erev Pesach (the second days), from 5 A.M. to 11 A.M.; Erev Shevuoth, from 5 A.M. to 12 o'clock noon. On the day before each of the foregoing days, from 5 A.M. to 6 P.M.; on the day preceding Thanksgiving Day, from 7 A.M. to 3 P.M. Three (3) continuous hours of rest during the hours of employ-

ment shall be given to each Schochet whenever the hours of employment on any day are from 5 A.M. to 5 P.M.

(2) Holidays--retail: Erev Rosh Hashono, from 6 A.M. to 10 A.M.; Erev Yom Kippur, from 6 A.M. to 9 A.M.; Erev Succoth, from 6 A.M. to 12 o'clock noon; Hashono Rabba, from 6 A.M. to 12 o'clock noon, with two (2) continuous hours' rest; Erev Pesach (the first days), from 6 A.M. to 9 A.M. ; Erev Pesach (the second days), from 6 A.M. to 12 O'clock noon; Erev Shevuoth, from 6 A.M. to 12 o'clock noon. On the days preceding the days hereinbefore mentioned, from 6 A.M. to 6 P.M. The day before Thanksgiving Day, from 7 A.M. to 3 P.M. Three continuous hours of rest during the hours of employment shall be given to each Schochet whenever the hours of employment on any day are from 6 A.M. to 6 P.M.

No Schochet shall be required or permitted to work overtime under any circumstances.

SEVENTH: COMPENSATION.

The scale of wages shall be as follows:

A. In wholesale markets the Employer agrees to pay the Schochet one-half cent ($\frac{1}{2}$ ¢) per pound for each and every pound of poultry slaughtered by the Schochet, as and for the Schochet's remuneration and salary. But under no circumstances shall a Schochet receive less than Fifty (\$50.00) Dollars per week, regardless of whether or not he shall have slaughtered 10,000 pounds in any one week. No Schochet shall be required to slaughter more than 12,000 pounds in any one week. The Union shall furnish the Employer with a sufficient number of Schochtim to handle his work in compliance with this rule. The Union, however, shall not be required or bound to furnish more than one Schochet for each 12,000 pounds of poultry to be slaughtered in his establishment in any one week, except as may be necessary under paragraph

EIGHTEENTH hereof, in the discretion of the Union and for the purpose of sharing the work of this Employer.

B. In strictly retail establishments the basic rate for Schochtim shall be five (5¢) cents per head of poultry slaughtered, provided, however, that each Schochet working in such establishment shall receive a minimum wage of Forty (\$40.00) Dollars per week.

C. In mixed establishments, that is to say, such as do both wholesale and retail trade, the rate of compensation for Schochtim shall be either at the rate mentioned herein under subdivision "A", or "B", of this section, covering wholesale and strictly retail establishments, respectively. The description or designation at the beginning of this agreement of this Employer's live poultry market or markets as a wholesale market or retail market or markets, whichever the case may be, is mutually agreed upon between these parties in order to fix and determine the rate of compensation and hours of employment of Schochtim employed by the Employer mentioned herein. Such description or designation hereinabove of the Employer's establishment as a wholesale, or retail market, whichever the case may be, shall fix and determine the rate of compensation to be paid by this Employer and the hours of employment by his Schochet or Schochtim or helpers (m'sayim) in accordance with the terms and conditions of this agreement applicable to either a wholesale or retail market.

D. If the Employer shall request and employ a helper (M'saye) for Thursday and Friday, then the wages of such helper for the two days shall be thirty (\$30.00) Dollars. If the Employer shall request and employ a helper (m'saye) for Thursday only, the sum of twenty (\$20.00) Dollars shall be

paid to such helper (m'saye). For the day preceding holidays, the same sum shall be paid as for Thursday and Friday, that is, thirty (\$30.00) Dollars. Under no circumstances shall a helper (m'saye) be engaged and paid for less than a full day's wages, as specified in this subdivision. Nothing in this subdivision shall be construed to apply to or affect the wages of the regular Schochet employed.

EIGHTH A. The Employer agrees to keep a regular set of books in which shall be entered the amount of poultry of purchased by him. The Employer also agrees to keep an accurate account of all poultry sold by him and slaughtered by the Schochet or Schochtim employed by him. The Employer further agrees that his records, including purchase books, vouchers, bills, receipts, and all other books or records pertaining to poultry purchased, slaughtered and/or sold by the Employer, shall be made available for inspection by any accredited representative of the Union, for the purpose of enabling the Union to check up the amount of work performed by each Schochet and the compensation to which he is or shall be entitled for the performance of such work. The Employer further agrees that, in the event that it is found upon inspection that his books or other records have been tampered with to the detriment of the Union and/or the Schochet employed by him, or in the event that the Employer prevents an examination of his records and books, that the same shall be deemed a wilful breach going to the very essence of this contract and shall, be deemed a lockout. The Employer further agrees that any accredited representative of the Union may supervise, inspect, or check up on the scale at the time of slaughtering fowl, the weight of poultry being slaughtered by any Schochet or Schochtim employed by him. A

wilful and deliberate interference by the Employer with the inspection of the scale and weight supervision by the Union's representative, shall be deemed a lockout and a wilful and deliberate breach of this contract going to its very essence; and the Schochet or Schochtim may forthwith cease work, or the Union may cause such Schochet or Schochtim forthwith to cease work, without any notice or warning to the Employer. An accredited representative of the Union under this section for the purposes of inspection, supervision and check-up of weights may be a Schochet who is employed by this Employer, provided he is authorized by the Union to act as such.

It is further agreed that the Union may exercise any other and additional control which it may find necessary and satisfactory to it in order to maintain and/or enforce this agreement.

B. Inasmuch as the Union considers the attachment of a Union label, mark, or seal upon each fowl as a better method of control over poultry slaughtered by its Schochtim members, and since the use of such Union label, mark, or seal is in accordance with and furtherance of the principles and objects of the Union, it is expressly understood and agreed that the Union may at any time after two months from the date hereof, if it finds the above method of control through inspection of records and weights, as described and set forth in subdivision "A" of this section "EIGHTH", unsatisfactory to it, upon written demand to the Employer, submit the question of the use of such Union label, mark or seal to arbitration. The question to be determined upon such arbitration shall be whether the use of such union label, mark, or seal will or would tend to strengthen the position of this Union and of its members and/or will or would tend to protect

its and their interests. If the arbitration shall be an individual problem or issue between the Union and this Employer, then two arbitrators shall be selected by the Union and the Employer each, and the four arbitrators so selected shall mutually agree upon an umpire, or, in the event that they are unable to do so, then either party may apply to the Mayor of the City of New York for the appointment of such umpire. Two such individual cases of arbitration and the decisions reached thereon between the Union and two employers having contracts with this Union, shall be binding upon this Employer, whether or not he shall have been a party to such arbitration. In the event that the two arbitrations do not reach a similar or harmonious decision, each consistent with the other in all material respects, then a third arbitration shall be entered into; and the two decisions which shall be similar, or harmonious, or consistent in material respects, shall be binding upon this Employer, regardless of whether he shall have participated therein. If, however, the arbitration of the above mentioned question shall be with the Employers as a group, then three arbitrators shall be selected each by the Union and the employers' group respectively, and the six arbitrators shall select and mutually agree upon an umpire; or, in the event of a failure to select such umpire, either the Union or the group representing the employers may apply to the Mayor of the City of New York for the appointment by him of such umpire, and the Mayor is hereby authorized to appoint the same. One decision of the latter arbitration committee shall be binding upon this Employer. A demand by the Union at any time after two months from the date hereof, as provided above, for the submission of the question of the use of the Union label, mark, or seal, and the decision of the arbitration committee on this question,

shall not be deemed a breach of this agreement, this contract between the Employer and the Union nevertheless being deemed in full force and effect.

C. In the event of the use of the Union label, mark or seal, in accordance with the above provisions, it is expressly understood and agreed that no member of the Union shall be permitted or required to slaughter any poultry for the Employer, except under conditions insuring the attachment of such label, mark or seal to such poultry immediately after the same shall have been slaughtered; and it is further agreed that a failure to attach such label, mark or seal to any poultry slaughtered by a member of the Union shall be considered a breach of this agreement not arbitrable under the provisions hereinafter contained for arbitration, except at the specific request of the Union.

D. In the event of the use of such union label, mark or seal, as above set forth after determination upon arbitration, then the Employer shall pay to the Union the sum of one (1¢) cent for each such union label, mark or seal, the said payment being in consideration of the Union's designing and furnishing the same to the Employer, and in consideration of the attachment or affixing of such union label, mark or seal to each fowl by the Schochet or helper, and in consideration of the recognition by the consuming public of the kosher slaughter under rabbinical supervision of fowl bearing such union label, mark or seal.

NINTH: MODE OF SLAUGHTERING AND SUPERVISION.

The slaughtering shall be in accordance with the orthodox Hebrew laws and rituals, under rabbinical supervision, as prescribed by properly ordained Rabbis. The Employer shall not demand of any Schochet that he kill any Trefah poultry.

TENTH: RIGHT TO DISCHARGE OR TRANSFER EMPLOYEES.

No Schochet shall be discharged by the Employer, except for good cause shown to the Union, and accepted by the Union Executive Board. No Schochet who is at present employed by the Employer or thereafter employed by him, as long as he is a member of the Union, shall be transferred by the Union, except for good cause.

ELEVENTH: In the event of a strike by other employees of the Employer belonging to a Union affiliated with the same central body as this Union, the Union may direct its members on what is commonly called a sympathy strike, without such action being deemed a breach or abandonment of this contract on the part of the Union or of the Schochtim involved; but such sympathy strike shall cease and terminate whenever the original strike has been adjusted or called off. Paragraph "Twelfth" relating to arbitration shall not be applicable to this paragraph.

TWELFTH: ARBITRATION. All bona fide disputes, controversies or disagreements between the Union and the Employer, with respect to the interpretation of this agreement (except where otherwise specifically provided in this agreement), shall be submitted to arbitration at the request of either party hereto. A demand for arbitration shall be in the form of a written notice. Said notice shall contain the following:

(a) A clear and concise statement of the nature of the dispute.

(b) The names and addresses of the two arbitrators selected by the demanding party.

(c) The time (after forty-eight (48) hours from the receipt of the notice) and place where the arbitra-

tors shall meet. The party receiving said notice must, within forty-eight (48) hours select two arbitrators, who shall meet the arbitrators mentioned in the notice at the time and place stated therein. If, at said first meeting, the arbitrators fail to adjust said controversy, an umpire shall be chosen, at the application of either party, by a Justice of the Supreme Court presiding at Special Term, New York County, or in any other county in New York State. The arbitrators and the umpire thus selected shall form the Board of Arbitration. Said Board of Arbitration shall act with promptness. The written decision of a majority of the Board of Arbitration shall be binding on the parties to the dispute and a judgment may be entered thereon in the Supreme Court of the State of New York. The award of the arbitration, if in writing, shall not be subject to objection on account of the procedure or form of the award. But the question of control or supervision of scale and weights, as set forth in paragraph marked " EIGHTH", subdivision "A", above, shall not be arbitrable, and shall not deprive the Union or its members of its or their right to declare a strike or stoppage on account of such breach as described in the said paragraph " EIGHTH", subdivision " A".

THIRTEENTH: TERM. The term of this agreement shall commence at the time of the signing of this instrument and shall continue during the calendar year 1937, and shall continue thereafter from year to year during the succeeding calendar years, unless notice shall be given during any calendar year on or before the 15th day of October, by one party to the other, to the effect that the party giving the notice elects to terminate this agreement as of the end of the calendar year during which said notice is given.

FOURTEENTH: SUCCESSION. This agreement shall enure to the benefit of, and be binding upon, the parties hereto, their successors and assigns. It is expressly understood and agreed that if the Union, which is now a voluntary unincorporated association, shall incorporate under the membership law of the State of New York, or otherwise, in pursuance to resolutions duly adopted by it, such corporation shall be deemed the successor of the Union within the foregoing provision.

FIFTEENTH: GENERAL PROVISIONS. The parties hereto hereby further agree as follows:

A. That no change, modification, or waiver of terms of this agreement shall be claimed by either of the parties hereto unless the same be in writing and signed by the duly authorized representatives of the respective parties hereto.

B. That any notice required to be given under the terms of the within agreement shall be sent by registered mail addressed to the last known address of the addressee.

C. That the parties hereto will make, sign, execute and deliver any and all instruments that may be necessary or required in order to give further and full effect to any provisions of the within agreement.

D. The Union and its duly authorized representatives shall have the right, at reasonable hours, to examine the scale and inspect the work of the charger, the records of the Employer with respect to the volume of sales and/or the volume of purchases. It is understood, however, that the volume of purchases does not indicate (except remotely and indirectly) the poundage slaughtered by the Schochet or Schochtim at the establishment, and that due and reasonable allowance must be given to shrinkage, non-kosher poultry not slaughtered by the Schochtim, and the like. If in connection with any dispute relating to poundage or number of heads of

poultry, the Schochet has proven that a number of coops have not been entered in the accounts and that, hence, the Schochet is entitled to compensation for said coops, and there be any doubt as to the amount of poundage in said omitted coops, then and in that event the said doubtful amount of poundage shall be computed on the basis of the average poundage or number of heads of poultry of the other coops sold in said week by the employer.

E. That prior agreements, if any, between the Employer and any of the Schochtim that are members of the Union in any form whatsoever, are hereby deemed to be cancelled and superseded by the within agreement.

F. That any Schochet who is a member of any firm, that is engaged in the poultry business, shall not be employed by the Employer. The provision of this paragraph shall not apply to any Schochet who is at present employed by the Employer and who has an interest in the business of the Employer, as long as the said Schochet is a member of this Union and complies with all its rules and regulations on the same equal basis as other members.

G. The Employer shall not transfer or send a Schochet from one establishment to another without the permission of the Union.

H. 1. The minimum compensation of Fifty (\$50.00) Dollars per week in wholesale markets, and Forty (\$40.00) Dollars per week in retail markets, mentioned in paragraph "SEVENTH" hereof, shall not apply if the Schochet slaughters less than ten thousand (10,000) pounds in a wholesale establishment, or less than eight hundred (800) head of fowl in a retail establishment in said week by reason of labor strike, storm, unavoidable casualties, and/or other causes beyond the control of the Employer. In such event, the Schochet shall be paid at the rate of one-half cent ($\frac{1}{2}\phi$) per pound of poultry

slaughtered in wholesale establishments, and at the rate of five cents (5¢) per head of poultry slaughtered in retail establishments.

2. If the cause, however, is due to the individual circumstances of the Employer (such as lack of credit, private agreements, etc.,) then the minimum of fifty (\$50.00) Dollars per week in wholesale establishments, and Forty (\$40.00) Dollars per week in retail establishments, shall be paid to each Schochet for the week in which any amount of slaughtering was done by said Schochet.

If there be any dispute as to whether the said cause be classified under subdivision 1 or 2 of this paragraph, then said dispute shall be submitted to arbitration as provided in paragraph "TWELFTH" hereof.

I. The Employer shall not require any Schochet:

1. To perform any services or labor other than that of slaughtering poultry.
2. To work with any Schochet who is not a member of the Union.
3. To kill poultry for another poultry Employer whose Schochet members of the Union are on strike.
4. To pay any consideration for receiving or maintaining employment.
5. To work more than six (6) days in any one week or to work in succession on Saturday and Sunday in any one week except in connection with the holidays above mentioned.

J. The Employer is to provide compensation insurance for all those who may share in the compensation hereinbefore provided, including any person other than a Schochet or m'sale who may do the ^{work} of attaching the label, mark or seal of the Union to the slaughtered poultry,

SIXTEENTH: The Employer agrees that this contract is and shall be binding upon the market or markets now owned and/or controlled by him, and upon any market or markets that he may in the future own and/or control, either as an individual, member of a co-partnership or as stockholder of a corporation, officer or director thereof; and further agrees that if he shall move said market or markets from its or their present location, that this contract shall be binding with respect to the newly located market or markets.

SEVENTEENTH: Notice in writing signed by the Union to the effect that a member is not in good standing shall be sufficient to require that the Employer cease said member's employment forthwith. Such employer shall then obtain another Union worker.

EIGHTEENTH: The Employer agrees to abide by any decision of this Union relative to division of work among its members.

NINETEENTH: The Employer shall not directly or indirectly prescribe or attempt to prescribe the mode of ritual slaughtering, nor obstruct or interfere with the ritual of a Schochet's functions, but shall give him all necessary assistance to insure the proper observance of the laws of Schochtim in Terefah and Nebelah.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the date and year first above written.

POULTRY SCHOCHTIM UNION OF GREATER NEW YORK,
LOCAL No. 370

By _____ (L.S.)

X

(L.S.)

Employer